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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/021,815	12/11/2001	Robert Fleming	BEAS-01045US1 SRM/KFK	5827
23910 7590 01/18/2007 FLIESLER MEYER LLP 650 CALIFORNIA STREET 14TH FLOOR SAN FRANCISCO, CA 94108			EXAMINER OSBORNE, MATTHEW C	
			ART UNIT 3694	PAPER NUMBER
SHORTENED STATUTORY PERIOD OF RESPONSE			MAIL DATE	
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Please find below and/or attached an Office communication concerning this application or proceeding.

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<b>Office Action Summary</b>	Application No. 10/021,815	Applicant(s) FLEMING ET AL.	
	Examiner Matthew Osborne	Art Unit 3694	

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 11 December 2001.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-42 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-42 is/are rejected.
- 7) ☒ Claim(s) 7 is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 11 December 2001 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \*    c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- |   |   |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)  | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date <u>20021230, 20060613, 20060609</u> . | 6) <input type="checkbox"/> Other: _____  |

### **DETAILED ACTION**

This is the first action on the merits for Application 10/021,815.

Claims 1-42 have been examined.

#### ***Claim Objections***

1. Claim 7 is objected to because of the following informalities: the term "identified" should be spelled "identified." Appropriate correction is required.

#### ***Claim Rejections - 35 USC § 112***

2. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

3. Claims 12 and 13 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

4. Claim 12, the recitation "an events service" on line 10 duplicates the introduction of "an events service" on line 9. Accordingly, the claim is rendered indefinite for failing to indicate whether the two events service recitations refer to the same service or separate services. For the purposes of examination only, both recitations are considered to refer to the same service.

5. Claim 13 recites the limitation "said best-effort delivery variables" in line 1 of the claim. There is insufficient antecedent basis for this limitation in the claim. Accordingly, the claim is rendered indefinite for failing to point out where the recited delivery variables exist and to what element of the system they are coupled. For the purposes

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of examination only, the variables are considered to be introduced as part of the events service.

***Claim Rejections - 35 USC § 102***

6. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent.

The changes made to 35 U.S.C. 102(e) by the American Inventors Protection Act of 1999 (AIPA) and the Intellectual Property and High Technology Technical Amendments Act of 2002 do not apply when the reference is a U.S. patent resulting directly or indirectly from an international application filed before November 29, 2000. Therefore, the prior art date of the reference is determined under 35 U.S.C. 102(e) prior to the amendment by the AIPA (pre-AIPA 35 U.S.C. 102(e)).

7. Claims 1-5, 11-16, 22-27, and 33 are rejected under 35 U.S.C. 102(e) as being anticipated by Slaughter et al. (US 6,917,976 B1).

8. Re Claims 1-5 and 11, Slaughter discloses "message-based leasing of resources in a distributed computing environment," comprising:

- [Claim 1] defining a set of best-effort delivery variables and administrative limits to be associated with a subscription to an events notification service (see at least Column 7, Lines 33-35, "duration of lease");

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- subscribing to events delivered by said events notification service via said subscription (see at least Column 2, Lines 57-59);
- periodically checking the delivery of said events to said subscriber in accordance with said administrative limits (see at least Column 7, Lines 61-65); and,
- if said periodic checking of delivery of events indicates a failure in delivery then canceling the subscription (see at least Column 7, Lines 61-65).
- [Claim 2] wherein said best-effort delivery variables include a maximum time for delivery of an event to said subscriber (see at least Column 7, Lines 33-35, "duration of lease").
- [Claim 3] wherein said events are sent using one-way event notification messages (see at least Column 43, Lines 32-46, where the events subscribed to are the notifications of modified services in spaces).
- [Claim 4] wherein said step of periodically checking includes sending and verifying delivery of a two-way event notification to the subscriber (see at least Column 7, Lines 61-65, with the two-way event notification being a renewal event message).
- [Claim 5] maintaining in a subscription cache a list of event notification subscriptions, together with associated subscription identifiers (see at least Column 2, Lines 58-62, where the "look-up service" is the cache with pointers being identifiers).

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- [Claim 11] wherein the best-effort delivery variables are specified by the subscriber by specifying a quality of service when requesting the subscription (see at least Column 7, Lines 35-39).

9. Re Claim 12, Slaughter discloses "message-based leasing of resources in a distributed computing environment," comprising:

- an events server for receiving events from a posting client application and communicating said events to said subscriber client application (see at least Figure 11b, Gate 130a);
- an events broker in communication with said event server, for handling a request for a subscription from a subscriber for event notifications and matching the notification of said events to said subscribers via an event service (see at least Figure 6, Device/Service 112, when performing the subscription function);
- an events service in communication with said events broker for delivering events to an object at said subscriber client application, and periodically verifying delivery of said event in accordance with administrative limits associated with said subscription (see at least Figure 6, Device/Service 112 and Space 114, when performing the client failure and message delivery functions); and,
- an events check timer, for maintaining a number of event deliveries, and communicating said number of event deliveries to said events service for use in said periodically verifying delivery (see at least Figure 6, Device/Service 112, which inherently includes a timer for determining when the durations of leases expire).

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10. Re Claims 13-16 and 22, Slaughter discloses the system of Parent Claim 12 and the corresponding method limitations anticipated in Claims 2-5 and 11, *supra*.

11. Re Claim 23, Slaughter discloses the method of Claim 1, which is claimed as a computer-readable media in Claim 23, *supra*.

12. Re Claims 24-27 and 33, Slaughter discloses the media of Parent Claim 23 and the corresponding method limitations anticipated in Claims 2-5 and 11, *supra*.

***Claim Rejections - 35 USC § 103***

13. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

14. Claims 6-8, 17-19, and 28-30 are rejected under 35 U.S.C. 103(a) as being unpatentable over Slaughter et al. ('976) in view of Coley et al. (US 5,790,664).

15. Re Claims 6-8, 17-19, and 28-30, Slaughter teaches "message-based leasing of resources in a distributed computing environment" as disclosed in Parent Claims 5, 16, and 27, *supra*. Slaughter further teaches:

- [Claims 7, 18, 29] each entry in said subscription cache includes, for the subscription identified by said entry, a value indicating the maximum time between periodic checks for the delivery of events for that subscription (see at least Column 7, Lines 35-38, "duration of lease").

Slaughter does not explicitly teach [Claims 6, 17, 28] the subscription cache stored on a persistent storage device or [Claims 8, 19, 30] including a value indicating

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the number of events to be delivered between delivery checks, together with a time stamp for any previous delivery checks. However, Coley teaches an "automated system for management of licensed software" wherein [Claims 6, 17, 28] a "license server contains a *database* having license records recorded thereon" (see at least Column 7, Lines 51-53), the records including [Claims 8, 19, 30] "a date/time stamp" (see at least Column 9, Line 5) which are recorded by the "agent module 114" (see at least Column 9, Line 13). Further, Coley teaches [Claims 8, 19, 30] a process that "performs an initial check each time the software application is brought up" but "the *frequency* and timing for performing a license validation check can be selected according to the discretion of the software application designer" (see at least Column 8, Lines 55-60), which teaches a system wherein a set multiple of application launches can occur between validity checks. It would therefore be obvious to one of ordinary skill in the art at the time of invention to incorporate the storage means, validation check flexibility, and timestamp recordation of Coley into the method of Slaughter in order to create a more permanent storage solution for audit information used to "monitor the use of client applications" (Coley, Column 12, Line 35), allow software application designers greater discretion (see Coley, Column 8, Lines 55-58), and "detect whether the system date/time information on the computer has been tampered with" (Coley, Column 9, Lines 64-65).

16. Claims 9, 20, and 31, are rejected under 35 U.S.C. 103(a) as being unpatentable over Slaughter et al. ('976).



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17. Re Claims 9, 20, and 31, Slaughter teaches "message-based leasing of resources in a distributed computing environment" as disclosed in Parent Claims 5, 16, and 27, *supra*. While Slaughter does not explicitly disclose referencing the subscription cache to determine whether the next event notification message to a subscription should be sent as a one-way message or as a two-way message, such activity is implied from the specification, since a service must switch between notification and renewal messages in its operation, relying upon the duration of lease specified upon subscription to the notification service. It would therefore be obvious to one of ordinary skill in the art at the time of invention to check the subscription cache in Slaughter in order to determine whether to send a one-way notification or a two-way renewal message in order to carry out the purpose of the invention.

18. Claims 10, 21, and 32, are rejected under 35 U.S.C. 103(a) as being unpatentable over Slaughter et al. ('976).

19. Re Claims 10, 21, and 32, Slaughter teaches "message-based leasing of resources in a distributed computing environment" as disclosed in Parent Claims 5, 16, and 27, *supra*. Slaughter further teaches "revoking the lease completely" when a renewal message isn't returned (see at least Column 7, Lines 62-65). Slaughter does not explicitly disclose removing the entry corresponding to a subscription when that subscription is cancelled. However, the examiner takes official notice that a commonly known practice in the art, at the time of invention, of canceling a data entry is the deletion of that entry. It would therefore be obvious to one of ordinary skill in the art at

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the time of invention to use deletion of the record as a means for canceling a subscription in the method of Slaughter.

20. Claims 34-36 and 42 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cohen et al. in view of Slaughter et al. ('976).

21. Re Claim 34, Cohen teaches a "General Event Notification Architecture Base," comprising:

- allowing a subscriber to create a subscription to an events channel of said events notification service, said subscription used to receive event notifications delivered by said events channel (see at least Section 4, "subscribers send subscription requests to their subscription arbiter");
- delivering said event notifications to said subscriber via a plurality of one-way messages (see at least Section 4, notification model, path of a notification from the Notifying Resource to the Subscriber);

Cohen does not teach sending a subscribed event notification to the subscriber via two-way messages or canceling the subscription accordingly. However, Slaughter teaches "message-based leasing of resources in a distributed computing environment," comprising:

- allowing a subscriber to create a subscription to an events channel of said events notification service, said subscription used to receive event notifications delivered by said events channel (see at least Column 2, Lines 57-59);

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- periodically delivering events notifications to said subscriber via a two-way message (see at least Column 7, Lines 61-65, with the two-way event notification being a renewal event message); and,
- if said periodic delivery of event notifications by said two-way message fails, then canceling the subscription (see at least Column 7, Lines 61-65).

It would therefore be obvious to one of ordinary skill in the art at the time of invention to incorporate Slaughter's two-way subscription renewal process into the event notification architecture of Cohen in order to "relieve the client of the responsibility of handling out of band messages, and thus reduce client complexity" (see Column 7, Line 66, through Column 8, Line 1).

22. Re Claims 35-36 and 42, Cohen in view of Slaughter teaches the method of Parent Claim 34 and Slaughter teaches the corresponding method limitations anticipated in Claims 2-5 and 11, *supra*.

23. Claims 37-41 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cohen et al. in view of Slaughter et al. ('976) in further view of Coley et al. ('664).

24. Re Claims 37-41, Cohen in view of Slaughter teaches the method of Parent Claim 36 and Slaughter in view of Coley teaches the corresponding method limitations anticipated in Claims 6-10, *supra*.

### ***Conclusion***

25. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Newman (US 5,671,285) discloses a secure communication system.

Morse et al. (US 6,055,413) discloses a system and method for including origination time and update lifetime with updatable messages.


Pohlmann et al. (US 6,446,136 B1) discloses a system and method for dynamic correlation of events.

Bracho et al. (US 7,143,093 B1) discloses an enterprise computer system.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Matthew Osborne whose telephone number is 571-272-7325. The examiner can normally be reached on Monday - Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James Trammell can be reached on 571-272-6712. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.



ELLA COLBERT  
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Matthew Osborne  
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